

FIXED-PRICE CONSTRUCTION  
PART 1 – THE SCHEDULE

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

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## H.1 Work Hours

- (a) Normal work hours are between 7:00 a.m. through 5:30 p.m., Monday through Friday.
- (b) The following Federal holidays are observed:

New Year's Day (January 1)  
Martin Luther King's Birthday (3rd Monday in January)  
President's Day (3rd Monday in February)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (1st Monday in September)  
Columbus Day (2nd Monday in October)  
Veterans Day (November 11)  
Thanksgiving Day (4th Thursday in November)  
Christmas Day (December 25)

*If a Federal holiday falls on a Saturday, the holiday will be observed on the preceding Friday; if the Federal holiday falls on a Sunday, the holiday will be observed on the following Monday.*

(c) Notwithstanding the provisions of FAR clause 52.222-4, Contract Work Hours and Safety Standards Act - Overtime Compensation, work will **NOT** be permitted outside normal work hours, on Saturdays, Sundays, or federal holidays unless approved by the Contracting Officer. A request to work outside normal work hours must be submitted a minimum of two (2) working days in advance of the date on which such work is anticipated.

## H.2 Federal Law Enforcement Training Center Regulations

(a) All Contractor personnel associated with this contract shall comply with the Federal Law Enforcement Training Center (FLETC) regulations relating to traffic, parking, ingress and egress safety, security, and other regulations controlling conduct in and around the Federal Law Enforcement Training Center property. These regulations are available for review in the Procurement Office, FLETC-Artesia.

(b) The Contractor shall remove from the Center any individual whose continual employment is deemed by the Contracting Officer to be contrary to the public interest or inconsistent with the interest of National Security.

(c) Do not publicly release information, photographs, or other documents concerning any aspect of the materials or services relating to this offer or contract without prior written approval of the Contracting Officer.

(d) No photography of any nature is allowed while on the FLETC without the written authorization of the Contracting Officer. Submit photography requests to the Contracting Officer at least two (2) working days prior to anticipated photo session.

(e) Insert the substance of paragraph (a) through (d) above in each subcontract and purchase order related to the project.

## H.3 Federal Regulations Compliance

All work shall comply with the applicable Federal requirements which are current as of the Receipt of Proposals Date.

## H.4 Security Requirements

A. General Requirements: All personnel employed by the Contractor, including subcontractors, in the performance of this contract, or any representative of the Contractor entering the Federal Law Enforcement Training Center (FLETC) shall abide by all Center security regulations which may be in effect during the contract period. Any such individual(s) shall be subject to those checks which may be deemed necessary to ensure that no violations occur. The FLETC Security Office will accomplish a National Criminal Investigation Check (NCIC) on each person who will be employed on the FLETC under this contract. If the NCIC or any other check reveals that an individual does not meet FLETC security criteria, that individual will be denied access to the FLETC. The FLETC SIS Division will advise the Contractor when access to the FLETC is to be denied. Examples of offenses which will prevent access to the FLETC include but are not limited to: any felony convictions or habitual violations, any crimes against a police officer, and/or any conviction for distribution of illegal drugs. Any cost or time delay which the Contractor experiences in the contract due to an employee not being allowed entry onto the FLETC shall be the sole responsibility of the Contractor. Denial of access for any individual to the FLETC because of failure to meet FLETC security criteria shall not be subject to the Contract Disputes clause and cannot be the basis for any claim under the contract.

### B. Identification Badges.

1. All individuals working on the FLETC must obtain authorization to enter the FLETC through the issuance of identification badges by the FLETC. NO ONE WILL BE PERMITTED TO BEGIN WORK ON THE FLETC UNTIL AN IDENTIFICATION BADGE HAS BEEN ISSUED BY THE FLETC. The identification badge must be in the employee's possession at all times while the employee is on the FLETC.

2. After the contract is awarded, and at least five (5) working days prior to commencement of any work, the Contractor shall complete form FTC-SIS-9, Approval Form for Badges and Passes, (Section J, Attachment #23). Information to be provided on this form for each employee who will work under this contract includes: name, current address, date of birth, and social security number. The Contractor shall complete Sections A and B of the form. The Contractor Project Manager shall affix his/her signature in Section B of the form. No earlier than two (2) working days after the Contractor turns the request for badge(s) into the FLETC Project Manager (PM), the Contractor shall contact the PM to determine if the badge(s) are ready to be issued. The Contractor shall anticipate the processing time for the identification badges shall be two to four (2 - 4) working days from the time the request is submitted to the PM until the Contractor's employees will be issued a badge. Once the Contractor is advised that the identification badges are ready to be issued, the Contractor, along with the employees obtaining the badges, shall go to the Security Office. Each employee obtaining a badge must present a picture identification to the Security Office prior to the FLETC identification badge being issued.

### C. Vehicle Pass. The Security Office issues vehicle passes.

1. Form FTC-SIS-01 (Section J, Attachment #28), shall be used when requesting a vehicle pass. Only employees with a valid need to travel to and from the jobsite throughout the working day will be authorized to park at the construction jobsite. All other Contractor employees shall be assigned a designated parking area for all privately owned vehicles and it is the Contractor's responsibility to arrange necessary transportation from the designated parking area to the jobsite for its employees. Vehicles operated on Government property shall be maintained in safe operating condition. The Security Office, shall issue a FLETC pass upon presentation of the following documents:

Completed Form FTC-SIS-01  
Valid Driver's License  
Valid Vehicle Registration Certificate  
Proof of Insurance  
FLETC Identification Badge

D. New Hires. Contractor personnel who are hired during the performance of the contract shall obtain identification badges prior to beginning work on the FLETC and shall follow the procedure outlined in subparagraph B.1 above. Any cost or time delay in the contract which the Contractor experiences because an employee does not have an identification badge and is not allowed to enter the FLETC, shall be the Contractor's own responsibility.

E. Lost Badge/Pass. A \$10.00 replacement charge will be assessed against the Contractor for each identification badge or pass which must be replaced for other than excessive wear, name changes, or any reason which the employee/Contractor has no control. Lost or stolen badges shall be considered to be within the control of the employee. Any replacement charge will be assessed and paid by the Contractor prior to the replacement badge being issued. Payment shall be made via cash or company check made payable to the U.S. Treasury.

F. Contract Completion. The Contractor shall be responsible for the return of each identification badge and/or pass issued under this contract at the completion of the contract. No later than seven (7) working days after the final acceptance of the work under this contract or submission of the final invoice, whichever occurs first, all badges and passes, and decals shall be turned into the FLETC PM. The Contractor shall return the identification badge and vehicle pass, if issued, to the PM if an employee is terminated from this contract, voluntarily or otherwise, prior to contract completion, within three (3) working days of the termination. Final payment will not be authorized until the SIS has received all badges and passes which have been issued under this contract, including subcontractors. If the Contractor is unable to return all badges and passes, which were issued, a charge of \$10.00 for each badge and pass will be assessed against the final payment.

## **H.5 Job Site Security**

Whenever facility security is breached by work performed under this contract, the Contractor will be responsible for providing temporary measures in order to assure security is maintained. For example, if the Contractor is renovating an entryway into a building, the Contractor must ensure that the building is secure from intruders at that point of entry. The Contractor shall not leave the site unattended at any time without making the job site and/or facility secure. The Contractor shall notify the Contracting Officer's Technical Representative prior to beginning work whenever a physical security breach will occur.

## **H.6 Reserved**

## **H.7 Hiring of Government Personnel**

The Contractor shall not employ any person who is an employee of the United States Government without the consent of the Contracting Officer. The Contracting Officer will determine if the employment of that person would create a conflict of interest.

## **H.8 Permits**

In accordance with FAR 52.236-7, Permits and Responsibilities, the Contractor shall, without additional expense to the Government, obtain all appointments, licenses, and permits required for the performance of the work and for compliance with all applicable Federal, State and Local laws, regulations, and codes. Evidence of such appointments, permits, and licenses shall be provided to the Contracting Officer before work commences.

## **H.9 Contractor Ingress/Egress**

(a) The Contractor is required to use the gate as instructed by the Contracting Officer's Technical Representative for employees and material deliveries.

(b) Contractor vehicles entering the Center will be required to show proof of insurance as specified in clauses H.4, Security Requirements, and H.10, Minimum Insurance Requirements.

- (c) The privately owned vehicles of Contractor employees are not allowed on the Federal Law Enforcement Training Center. A parking facility will be provided by the Government.
- (d) It is the Contractor's responsibility to transport its employees from the parking facility to and from the work site in a safe and responsible manner.
- (e) No construction vehicles or delivery vehicles will be allowed to use Center parking spaces.
- (f) Construction and delivery vehicles will not be allowed to disrupt/interrupt training.
- (g) Contractors/Sub-contractors will be confined to the job site as shown on the drawings.
- (h) Contractor and Subcontractor employees are allowed to use Government-owned facilities, such as the Dining Hall, Convenience Store, etc.

#### **H.10 1052.228-70 Insurance Requirements (Jul 98) {1028.310-70 and 1028.311-1}**

- (a) In accordance with the clause entitled Insurance - Work on a Government Installation, the Contractor shall procure and maintain, during the entire period of performance of this contract and any option period, the following minimum insurance coverage:

<u>TYPE</u>	<u>AMOUNT</u>
Workmen's Compensation	As required by Law
Employer's Liability	\$100,000
General Liability	\$500,000 per occurrence for bodily injury
Automobile Liability	\$200,000 per person and \$500,000 per occurrence for bodily injury; \$20,000 per occurrence for property damage

- (b) The certificate of insurance shall include the **contract number and project title** for which the insurance is being provided. Also included on the certificate shall be a statement to the effect that the issuing company [company issuing the insurance] will mail thirty (30) days written notice to the certificate holder [Federal Law Enforcement Training Center] if the policy(ies) is canceled before the expiration date included in the certificate of insurance.

#### **H.11 Save Harmless and Indemnity Agreement**

The Contractor shall save and keep harmless and indemnify the Government against any and all liability claims, and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property (Government or otherwise) occurring in connection with or in anyway incidental to or arising out of the occupancy, use, service, operation or performance of work in connection with this contract, resulting in whole or in part from the negligent acts or fault of the Contractor, any Subcontractor, any employee, agent, or representative of the Contractor or any Subcontractor.

#### **H.12 Subcontracting Requirements**

- (a) In accordance with FAR clause 52.222-11, Subcontracts (Labor Standards), the Contractor or Subcontractor shall ensure that all terms and conditions of this contract are incorporated into any and all subcontracts issued in the performance of this contract. The clauses to be incorporated into any subcontract include the following:

Davis-Bacon Act  
Contract Work Hours and Safety Standards Act - Overtime Compensation  
Apprentices and Trainees  
Payrolls and Basic Records

- Compliance with Copeland Act Requirements
- Withholding of Funds
- Subcontracts (Labor Standards)
- Contract Termination - Debarment
- Disputes Concerning Labor Standards
- Compliance with Davis-Bacon and Related Act Regulations
- Certification of Eligibility

(b) Qualifications of the Subcontractor(s), the scheduled period of execution for the respective trade(s), and the delivery of the requested materials for each trade shall be submitted by the Contractor to the Contracting Officer at least two (2) weeks prior to the commencement of work under that trade.

(c) The Contractor shall ensure that Subcontractor(s) attend progress meetings held during the performance of the Subcontractor's trade. The Contractor is responsible for all coordination and scheduling with the Subcontractor(s) regarding work under this contract. The Contractor is responsible for the work of the Subcontractor and if work of the Subcontractor is not acceptable to the Government under the terms of the contract, the Contractor shall be responsible for making the work acceptable, including any additional costs or time involved.

### **H.13 Preconstruction Conference**

(a) A preconstruction conference will be arranged by the Procurement Division after award of contract and before the Notice to Proceed is issued. The Contracting Officer/Specialist will notify the Contractor of the time and date set for the meeting. At this conference the Contractor shall be oriented with respect to Government procedures and line of authority, contractual, administrative (security, fire and environment protection), safety, labor, and construction responsibilities. The Contractor will have the opportunity at the conference to ask questions concerning any contractual requirements.

(b) Prior to this conference the Contractor shall submit a Certificate of Insurance in completed form, and letters appointing a Superintendent and a Chief, Contractor Quality Control Representative to the Contracting Officer. Three copies each of the following plans shall be submitted to the Contracting Officer in draft format at least seven (7) working days prior to the Preconstruction Conference:

- Safety/Accident Prevention Plan (See H.16)
- Quality Control Plan (See H.19)
- Environmental Protection Plan (See H.20)
- Project Manager's resume (see H.18)
- Quality Control Manager's resume (see H.19)

The Contractor shall bring to the conference the following items:

- Construction Schedule
- Transmittal Sheet
- List of Subcontractors
- List of Machinery and Equipment (if required)
- Schedule of Values (See G.5)

(c) The Contractor's Superintendent; Chief, Contractor Quality Control Representative; Safety Representative, if required; and all major Subcontractors must attend the Preconstruction Conference.

(d) Five (5) final copies of the Safety/Accident Prevention Plan, Quality Control Plan, and, if required, the Environmental Protection Plan, shall be submitted to the Contracting Officer within five (5) working days after the Preconstruction Conference.

(e) A Letter of Record will be written documenting all items discussed at the conference, and a copy will be furnished by the Procurement Office to all in attendance.

#### **H.14 Performance Evaluation Meetings**

The Contractor's representative shall meet with the Contracting Officer's Technical Representative weekly during the first three months of the contract. Thereafter, meetings will be held as often as necessary at the discretion of the Contracting Officer, but not less than monthly. A mutual effort will be made to resolve all problems identified. The written minutes of these meeting, prepared by the Contractor, shall be signed by the Contractor's representative and the Contracting Officer's Technical Representative. A copy of the minutes shall be forwarded to the Contracting Officer. Should the Contracting Officer's Technical Representative not concur with the minutes, the Contracting Officer's Technical Representative shall state, in writing, to the Contracting Officer any areas of disagreement within three work days.

#### **H.15 Noncompliance Notice (Level 1)**

If a Contractor is found to be in violation of safety regulations (Title 29 Code of Federal Regulation, part 1926 and 1910, and Department of Treasury Directive No. 70-09 Departmental Safety and Occupational Health Program) or in noncompliance with various terms or specifications of the contract, a notice will be issued by the Construction Representatives or other Government personnel assigned to the contract. Receipt of this notification shall be indicated by the signature of the Contractor's Superintendent on the form. If the Contractor has a Safety Representative, that signature shall also be obtained on the notice. Potential violation or areas of noncompliance will be addressed during a preconstruction conference. A sample copy of the Contractor Construction Safety Violation, Form FTC-FAC-66 (5/90) is shown as Attachment #9 in Section J. A sample copy of the Contract Construction Compliance Notice, Form FTC-FMD-65 (5/90) is shown as Attachment #10 in Section J.

#### **H.16 Safety and Health**

(a) General

(1) Applicable Publications: The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

Code of Federal Regulations (CFR)

Occupational, Safety and Health Administration (OSHA) General Industry Safety and Health Standards (29 CFR 1910), Publication V2206; OSHA Construction Industry Standards (29 CFR 1926). One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1910 and 1926 as they relate to construction safety and health. It is for sale by the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61).

Federal Standard (Fed.Std):

Use of Asbestos Containing Material, ETL 1110-1-118 Policy and Guidelines for Asbestos Management, DA Circular 40-834.

(b) Work covered by this section: This section is applicable to all work covered by this contract.

(c) Definition of Hazardous Materials: Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910; and to others as additionally defined in Federal Standard 313. The most commonly encountered included asbestos, polychlorinated biphenyls (PCBs), explosives, and radioactive material, but may include others. The most likely products to contain asbestos are sprayed-on fireproofing, insulation, boiler lagging, and pipe covering.



(d) Material Safety Data Sheets (MSDS) shall be in accordance with OSHA 1929.59, HAZ-COM Standard. MSDS shall be submitted to the Contracting Officer for all chemicals used on the FLETC. The Contractor shall submit MSDS at least 48 hours prior to intended use of the chemicals.

## H.17 Safety Assurance

(a) Safety/Accident Prevention Plan: The Safety/Accident Prevention Plan shall include all pertinent requirements outlined in FAR 52.236-13 Alt I, Accident Prevention. The Plan shall include work to be performed by Subcontractors as well as the Contractor's own employees and the measures to be taken by the Contractor to control hazards associated with materials, services, or equipment provided by suppliers. The Contractor shall submit a draft Safety/Accident Prevention Plan to the Contracting Officer at least seven (7) working days prior to the Preconstruction Meeting and shall be discussed at the meeting. The finalized Safety/Accident Prevention Plan, ready for review and approval by the Contracting Officer, shall be submitted within five (5) working days after the Preconstruction Conference. **THE NOTICE TO PROCEED SHALL NOT BE ISSUED UNTIL THE SAFETY/ACCIDENT PREVENTION PLAN HAS BEEN APPROVED BY THE CONTRACTING OFFICER.**

1. The Safety/Accident Prevention Plan shall include the following information on the first page of the plan:
  - a. Contract Number
  - b. Project Title/Description
  - c. Statement that all work under this contract will be in compliance with Occupational Safety and Health Administration (OSHA) Title 29 Code of Federal Regulations, Part 1926 and 1910; Treasury Directive 70-09, Departmental Safety and Occupational Health Program; and any other regulation applicable to this contract.
  - d. Statement that the Contractor Superintendent and the Contractor Safety Representative (if required) will ensure compliance with this plan.
  - e. Name, title, and signature of the official within the Contractor's organization who has reviewed and approved the Safety Plan. (This shall be the Contractor Safety Representative if required.)
  - f. Name, title, and signature of the official within the Contractor's organization who has the authority to bind the Contractor.
  - g. Signature block for the approval/disapproval of the Government Safety Official.
2. The following information shall be included in the Plan, **specific** to this contract, as applicable:
  - a. A description how the Contractor shall comply with all applicable sections of the Occupational Safety and Health Administration Title 29 Code of Federal Regulations, Part 1926 and 1910, which pertain to this specific project.
  - b. Policy statement of the Contractor's commitment to health and safety.
  - c. Responsibilities of the front-line supervisor to safety.
  - d. Name of individual(s) assigned specific safety duties.
  - e. How instances of unsafe and unhealthful conditions are investigated and resolved. Resolution shall occur within 24 hours after identification of a problem.
  - f. Training provided to employees regarding safety. Assurance that an employee will not be utilized on any piece of equipment without having received the proper documented training and medical clearance.
  - g. Frequency of inspection and maintenance of all tools and equipment used.
  - h. Personal safety equipment, such as eye and face protection, safety shoes and hats, gloves, safety harness, and special ventilation, used to ensure compliance with OSHA standards.
  - I. How the work area will be maintained to promote safety: access to area, traffic control, parking, barricades, etc.
  - j. Handling of flammable/combustible liquids, gases, vapors, fumes, etc.

- k. Medical services/first aid.
- l. Any additional information required by this contract.

(b) Preconstruction Safety Meeting: Representative(s) of the Contractor shall meet with the Contracting Officer, his/her representative(s) and the Safety Official prior to the start of repair, alteration or construction activities for the purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy condition associated with the work to be performed under the contract. This meeting may be held in conjunction with the preconstruction conference, if so directed by the Contracting Officer. The conduct of this meeting is not contingent upon a general preconstruction meeting. The level of detail for safety is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principle on-site representative(s) and the general superintendent shall attend this meeting.

(c) Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work and shall hold the Government harmless for any action on his part or that of his employees or subcontractors which results in illness, injury or death. Any safety or health concern which is brought to the attention of the Contractor shall be resolved within 24 hours of written notification. The Contractor shall be responsible for obtaining all Federal, State, and Local training which may be required for the various operations under this contract.

(d) Government Responsibility: The Safety Official of the Federal Law Enforcement Training Center shall oversee the project for safety and health requirements. The Safety Official and the Contracting Officer Technical Representative (COTR) may visit the job site at any time and have the authority to direct the Contractor to stop work on any portion of the job in which there is danger of immediate injury to personnel or property. Any direction to stop work shall be in writing and shall be issued on the Contractor Construction Safety Violation, Attachment # 9, Section J. If such a suspension of work occurs, the Contracting Officer shall be notified immediately. A suspension of work due to safety concerns shall be the sole responsibility of the Contractor and no additional time or money will be authorized. If a safety violation which does not warrant immediate suspension of work is observed, the Safety Official or COTR shall issue a written notice to the Contractor in accordance with contract provision H.14, Noncompliance Notice.

(e) Inspections, Tests, and Reports: The required inspections, tests, and reports made by the Contractor, Subcontractors, specially trained technicians, equipment manufacturer, and others as required, shall be at the Contractor's expense.

(f) Materials and Equipment: Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with the applicable regulations. Minimum dress requirements are long pants, shirts with at least a five (5) inch sleeve, and socks. No radios of any kind will be allowed on the job site unless approved by the Contracting Officer.

(g) Hazardous Materials: The Contractor shall bring to the attention of the Contracting Officer any material suspected of being hazardous which he encounters during execution of the work. A determination will be made by the Contracting Officer as to whether the Contractor shall perform tests in addition to the tests already required by the contract to determine if the material is hazardous. Additional tests not already specified in the contract shall be accomplished at the Government's expense. If the Contracting Officer directs the Contractor to perform tests, and/or if the material is found hazardous and additional protective measures are needed, a contract change may be required. Any costs associated with the additional protective measures will be included in the resulting modification.

(h) Fire Prevention: The Contractor shall ensure that his employees know how to turn in a fire alarm. The Contractor shall observe all requirements for handling and storage of combustible supplies, materials, waste, and trash. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire in accordance with local activity instructions.

## H.18 Contractor's Superintendent

(a) In accordance with FAR 52.236-6, Superintendence by the Contractor (APR 1984), the Contractor shall provide to the Contracting Officer for approval the name(s) and resume(s) setting forth the qualifications of the proposed responsible supervisory person(s) authorized to act for the Contractor. This shall be submitted in letter format prior to the Preconstruction Conference.

(b) The Contractor shall keep a competent superintendent, who is directly employed by the Contractor, on the job site at all times while work is being performed with the authority to act for the Contractor. **The superintendent's time shall be devoted exclusively to the supervision of work in progress under this contract only.** A competent superintendent shall have at least **10** years working on a daily basis in on-site construction work, **5** years as a supervisor. He shall possess a working knowledge of each of the trades required under this contract.

## H.19 Contractor Quality Control (Level 2)

(a) General: The Contractor shall establish and maintain an effective quality control system in compliance with contract clauses, inspection of construction, and as herein provided. The contractor quality control system consists of plans, procedures, and organization necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with contract requirements. The system shall cover construction operations, both on-site and off-site, and shall be keyed to the proposed construction sequence. This system will be clearly set forth in the Contractor Quality Control Plan.

(b) Definitions:

1. Contractor Quality Control (CQC): The Contractor's management and control of its own, its suppliers', and its subcontractors' activities to comply with contract requirements.

2. Quality Assurance (QA): The means by which the Government fulfills its responsibility in assuring that the CQC is functioning and through reviews, surveillance and tests assures the completed project complies with the contract.

3. Quality Management: All control and assurance activities to achieve the quality established by the contract.

(c) Contractor Quality Control Requirements:

1. The Contractor shall provide a Chief, Contractor Quality Control Representative. This individual shall be responsible for overall quality management at the project site and shall have the authority to act in all CQC matters for the Contractor. The Chief, CQC shall:

A. Be on the project site at all times during construction and testing;

B. Be employed directly by the Contractor **with NO other assigned duties**;

C. Be independent of the Contractor's field organization;

D. Be responsible only to the Contractor's top management. Top management does not include the on-site Contractor Project Manager or Superintendent;

E. Have, as a minimum, B.S. Engineering degree from an accredited college with a minimum of five (5) years experience on similar type construction to the contract including two (2) years satisfactory experience in Quality Control.

2. The Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.

3. The Contractor shall comply fully with manufacturers' instructions, including each step in sequence. If the manufacturers' instructions conflict with contract documents, then request clarification from the Contracting Officer before proceeding.

4. The Contractor shall comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

5. The Contractor shall ensure work is performed by persons qualified and capable of producing workmanship of the specified quality. As required by applicable Federal, State, and/or Local codes and as specifically identified in the technical specifications, tradesmen shall provide evidence of appropriate registration, license, or certification satisfactory to perform their respective trade. This shall be provided to the Contracting Officer's Technical Representative at least three (3) working days prior to the scheduled work.

6. The Contractor shall not build upon or conceal defective work.

7. The Contractor shall provide CQC required reports.

8. Submittals:

A. All submittals, shop drawings, catalog cuts, samples, etc., unless otherwise specifically noted, shall be approved and certified by the Contractor as conforming to the drawings and specifications. The Contractor shall also ensure that a registered engineer reviews and stamps the submittals prior to submittal to FLETC. Copies of all shop drawings, catalog cuts or other submittals, with the Contractor's approval indicated thereon, shall be sent to the Contracting Officer within one working day of the Contractor's approval using the Letter of Transmittal in Section J, Attachment #11. No work may proceed on any portion of this contract for which the Government has not approved the Contractor's submittals. **ALL REQUIRED SHOP DRAWINGS, CATALOG DATA, MANUFACTURERS' DATA AND DESCRIPTIVE LITERATURE SHALL BE DELIVERED TO THE CONTRACTING OFFICER NOT LATER THAN THE EXPIRATION OF 50 PERCENT OF THIS CONTRACT'S TIME PERIOD FOR PERFORMANCE.** Each sheet of each submittal shall be stamped with the Contractor's CQC approval stamp, except that data submitted in a bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only. The approval stamp shall have blanks to indicate whether Government approval or Contractor approval is required by the contract. The stamp shall be worded as follows:

*"It is hereby certified that the (material) (equipment) shown and marked in this submittal, shop drawing, catalog cut(s), etc., and approved/proposed to be incorporated with Contract Number \_\_\_\_\_ is in compliance with the contract drawings and specifications, can be installed in the allocated spaces, and is approved for use submitted for Government approval.*

Authorized Reviewer \_\_\_\_\_ Date \_\_\_\_\_  
Signature Chief CQC Rep \_\_\_\_\_ Date \_\_\_\_\_ "

The person(s) signing the certification shall be the one(s) designated in the Contractor Quality Control Plan as having this authority. The signature(s) shall be in original ink. STAMP SIGNATURES WILL NOT BE ACCEPTABLE.

B. Submittal Identification and Status: Each item proposed to be incorporated into the project shall be clearly marked and identified in the submittals and catalog data, and shall be cross-referenced to the contract drawings and specifications so as to identify clearly the use for which it is intended. The Chief CQC shall maintain at the jobsite an up-to-date CQC Submittal Status Log showing the listing of items required by the contract. A listing of items required to be submitted is contained in Section J, Attachment #12. This listing is not to be considered all-inclusive and does not relieve the Contractor of the responsibility to provide all necessary and required documents and/or submittals. The numbering system shown must be used in the CQC Submittal Status Log and transmittals to the Government. The indication of whether Government or Chief CQC approval contained in the submittal log shall supersede any other indication in the contract.

C. Variations: Variations from contract requirements are discouraged. NO VARIATIONS WILL BE

ALLOWED WITHOUT CONTRACTING OFFICER APPROVAL. In the event the Contractor determines that a variation is necessary, the Contractor shall state specifically what portion varies and why a variation is necessary. Without such documentation, variations will not be considered by the Contracting Officer. Time for the Contracting Officer to review Contractor-requested variations shall not be the basis for any time extensions to the contract nor will construction time be increased because of the approval of a variation.

(1) Warrants for Variations: If the Contractor believes that a variation is necessary, the Contractor shall warrant:

(a) That the entire contract has been reviewed in order to establish that the variation, when incorporated, will be compatible with all other elements of construction.

(b) That he/she shall take any action and bear any additional expense which may arise by reason of incorporating the proposed variation, including but not limited to change, in this or other elements of construction resulting from the incompatibility of the proposed variation with any other element of construction.

(2) Section J, Attachment #13 shall be used for requesting variations.

D. Non-Compliance Check-Off List: The Chief CQC Representative shall maintain a check-off list of work that does not comply with the contract stating specifically what is noncomplying, the date the faulty work was originally discovered, and the date the work was corrected. There is no requirement to report a deficiency that was corrected the same day it was discovered. The Chief, CQC Representative shall not allow the Contractor to add to or build upon nonconforming work.

E. As-Built: The Chief, CQC Representative shall ensure that one set of full sized contract drawings marked to show any deviations which have been made from the contract drawings, including buried or concealed construction and utilities which are revealed during the course of construction, are kept current on a daily basis. The Chief, CQC Representative or Specialized Supplemental Person assigned to inspect that particular portion of work shall initial each deviation or revision. The Chief, CQC Representative shall, upon completion of construction, certify the accuracy of the As-Built (Record Drawings), and the Contractor shall submit them to the Contracting Officer for record.

9. Control testing procedures:

A. Contractor shall appoint, employ, and pay for services of an independent firm to perform inspection and testing.

B. The independent firm will perform inspections, tests, and other services specified in individual specification sections and as required by the Contracting Officer.

C. Reports will be submitted, in duplicate, by the independent firm to the Contracting Officer indicating observations and results of tests and compliance or noncompliance with contract documents.

D. The Contractor shall cooperate with independent firm, furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.

(1) Notify Contracting Officer and independent firm 24 hours prior to expected time for operations requiring services.

(2) Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

E. Retesting required because of nonconformance to specified requirements shall be performed by the same independent firm on instructions by the Contracting Officer through the Contractor. Payment for retesting will be

paid for by the Contractor at no additional cost to the Government.

10. Performance testing for acceptance of all facility electrical, mechanical and other systems.

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.

B. Comply fully with manufacturers' instructions, including each step in sequence.

C. If manufacturers' instructions conflict with contract documents, then request clarification from the Contracting Officer before proceeding.

D. Comply with specified standards as a minimum quality for the work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Work shall be performed by persons qualified to produce workmanship of specified quality. Where required by Federal or State codes and specifically identified in the technical specifications, the testing laboratory shall provide evidence of appropriate registration, license, or certification satisfactory to perform the specific test. This shall be provided to the Contracting Officer's Technical Representative at least three (3) working days prior to the scheduled test.

11. Upon completion of the work, the Chief, CQC Representative shall conduct a completion review. During this review the work shall be examined, quality control shall be reviewed, and a list shall be developed of work not properly completed or not conforming to plans and specifications. This list shall be included in the quality control documentation with an estimated date for correction of each deficiency. The Contractor shall ensure that deficiencies have been corrected prior to the specified completion date. Payment will be withheld for defective or deficient features until they are satisfactorily corrected except as otherwise provided in FAR clause 52.246-12, "Inspection of Construction."

(d) Contractor Quality Control Reports:

1. The CQC reports must be submitted by the Chief, CQC Representative no later than 10:00 am the following workday. The reports must be factual records of the Chief, CQC Representative's daily quality control activities and resulting actions.

2. The CQC report must contain a record of control actions and tests for all work accomplished subsequent to the previous report. Separate reports of different phases of the work may be submitted by the responsible CQC representative or may be combined into one consolidated report.

3. The CQC reports should stress as major components the following:

A. Construction underway during the timeframe of the report, i.e., earthwork, concrete work, structural steel erection, etc.

B. Phase (preparatory, initial, follow-up) and locations of control activities.

C. Results of tests.

D. Results of control activities including control actions taken, nature of deficiencies observed, and corrective action taken or to be taken. If no activities are listed on the report, it must be assumed that no work was underway or no control activities were accomplished and that CQC is not being implemented.

E. Actions taken in review of submittals, including submittals approved and delays or predicted delays caused by a lack of submittal actions.

F. Monitoring of materials and equipment upon arrival at the jobsite and prior to incorporation into the work for compliance with submittal approvals, damage and storage information.

G. Anticipated or actual performance schedule deviations.

4. Each report must be verified and signed by the Chief, CQC Representative. The verification should contain the statement that all supplies and materials incorporated in the work are in compliance with the terms of the contract except as noted. These records shall cover both conforming and defective or deficient features. Legible copies of these records shall be furnished to the Contracting Officer or a designated representative daily. Copies which are not legible shall be returned to the Contractor for resubmission. The records shall cover work planned during the time period the records are furnished and shall be verified.

5. Reference Section J, Attachment #14, for a sample Contractor's Quality Control Daily Report.

(e) Contractor Quality Control Plan:

1. General: Prior to the Preconstruction Conference, the Contractor shall furnish the CQC plan to the Contracting Officer for acceptance and approval. See H.13, Preconstruction Conference, for timeframes for the submittal of the plan. The Contractor shall ensure that the Chief CQC Representative is provided a copy of the approved plan prior to the start of any construction. Construction will be permitted to begin only after acceptance and approval of the CQC plan, or acceptance and approval of that portion of the plan applicable to the particular feature of work to be started.

2. The CQC plan the Contractor proposes to implement shall identify the personnel, procedures, instructions, records and forms, and as a minimum, shall include:

A. A description of the quality management organization.

B. The number, classifications, qualifications, duties, responsibilities and authorities of personnel. A copy of the letter signed by an authorized official of the firm that describes the responsibilities and delegates the authorities of the Chief, CQC Representative shall be furnished.

C. Procedures for processing shop drawings, samples, certificates, and other submittals.

D. CQC activities to be performed, including those of subcontractors, off-site fabricators, and suppliers. Each phase of CQC, including preparatory, initial and follow-up as hereinafter defined, will be covered for each separate activity.

E. Control testing procedures.

F. Documentation format for CQC activities and testing.

G. Performance testing for acceptance of all facility electrical, mechanical and other systems.

3. Changes to the CQC plan after acceptance: The Contractor shall submit proposed changes to the CQC plan in writing to the Contracting Officer and obtain approval of the proposed changes prior to implementation of the changes. The Contracting Officer shall review the proposed changes and respond in writing to the Contractor with the approval or disapproval of the changes.

4. Corrective Actions: At any time it is determined by the Contracting Officer that the CQC plan, personnel, instruction, controls, tests, or records are not being provided in accordance with contract requirements, action shall be taken by the Contractor to correct the deficiency.

5. Preparatory Work Prior to Approval of CQC Plan: The only construction that is authorized to proceed prior to the CQC plan being approved is mobilization which includes surveying for location of Contractor's officers, lay down

areas and temporary utilities, plus installation of temporary offices and utilities but does not include surveying for permanent construction or performing any permanent work.

(f) Contractor Quality Control Meetings:

1. Initial CQC Meeting: After the CQC plan is approved but before construction operations begin, the Contractor shall meet with the Contracting Officer to discuss the quality control requirements. This meeting may be held in conjunction with the Preconstruction Conference identified in clause H.13 if the plan is approved prior to the Conference. The purpose of the CQC meeting is to develop a mutual understanding relative to details of the CQC plan, including forms to be used for recording the quality control operations, inspections, tests, approvals, certifications, administration of the system and Government surveillance. The specific procedures for submission of daily reports and other records and documents shall be established.

2. Progress CQC Meetings: Meetings shall be held on a regularly scheduled basis, either weekly or biweekly. The CQC representative shall document all CQC meetings by providing copies of meeting minutes to the Contracting Officer within one (1) working day of the meeting.

**H.20 Environmental Protection (Level 2)**

(a) Provide and maintain, during the life of the contract, environmental protection as defined in Section C, Specifications. Plan for and provide environmental protective measures to control pollution that develops during normal construction practice. Plan for and provide environmental protective measures required to correct conditions that develop during the construction of permanent or temporary environmental features associated with the project. Comply with Federal, State, and Local regulations pertaining to the environment, including, but not limited to water, air, and noise pollution.

(b) Environmental Protection Plan: At least seven (7) working days prior to the Preconstruction Conference, the Contractor shall submit to the Contracting Officer for review a draft environmental plan. The plan shall cover the measures to be taken by the Contractor to protect the natural resources which may be affected by work under this contract. The plan may be discussed during the Preconstruction Conference. The final environmental protection plan shall be submitted to the Contracting Officer within five (5) working days after the Preconstruction Conference is held.

(c) See Section C, Specifications, for additional information concerning environmental protection.

**H.21 Time Extension for Unusually Severe Weather - Artesia, New Mexico**

(a) This provision specifies the procedure for the determination of time extensions for unusually severe weather in accordance with FAR clause 52.249-10, Default (Fixed Price Construction). The following table reflects the climatological data based on NMSU Agricultural Science Center, Artesia, NM

MONTH	AVG. TEMPERATURE		AVG. INCHES RAINFALL	
	1958-1997		1958-1997	
Jan	56.6		0.53	
Feb	61.9		0.42	
Mar	69.7		0.35	
Apr	76.7		0.49	
May	86.0		1.15	
Jun	91.3		1.52	
Jul	93.7		1.49	
Aug	91.6		2.16	
Sep	83.5		2.19	
Oct	77.2		1.18	
Nov	64.6		0.52	
Dec	57.7		0.54	



(b) The above schedule of anticipated adverse weather will constitute the base line for monthly (or portion thereof) weather time evaluations. Upon acknowledgment of the Notice to Proceed and continuing throughout the contract on a monthly basis, actual adverse weather days will be recorded on a calendar day basis (including weekends and holidays) and compared to the monthly anticipated adverse weather in paragraph (a) above. For purposes of paragraph (b), the term Actual adverse weather days shall include days impacted by actual adverse weather days.

(c) The number of actual adverse weather days shall be calculated chronologically from the first to the last day in each month. Once the number of actual adverse weather days anticipated in paragraph (a) above have been incurred, the Contracting Officer will examine any subsequently occurring adverse weather days to determine whether a Contractor is entitled to a time extension. Adverse weather days occurring subsequently must prevent work for 50 percent or more of the Contractor's work day and delay work critical to the timely completion of the project. The Contracting Officer will convert any delays meeting the above requirements to calendar days and issue a modification in accordance with the clause referred to in paragraph (a) above.

(d) The Contractor's schedule must reflect the above anticipated adverse weather delays on all weather dependent activities.

## **H.22 Equitable Adjustments; Waiver and Release of Claims**

(a) Whenever the Contractor submits a claim for equitable adjustment under any clause of this contract which provides the equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the clause entitles the Contractor, including, but not limited to, adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (i) any adjustments to which it otherwise might be entitled under the clause where such claim fails to request such adjustments, and (ii) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) The Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment. The Contractor further agrees that such release shall discharge the Government, its officers, agents and employees, from any further claims, including, but not limited to, further claims arising out of delays or disruptions or both caused by the aforesaid change.

## **H.23 Percentage of Work Performed by the Contractor**

The Contractor shall perform at least twenty (20) percent of the construction work (not including cost of materials, overhead, CQC representative, superintendent, and any other administrative personnel) with its own employees. Qualified craftsman should be used to perform the construction work.

## **H.24 Area of Contract Operations**

(a) The Contractor shall take all precautions to ensure that no damage will result from his operations to private or public property on the contract. All damages caused by the Contractor shall be repaired or replaced by the Contractor at no cost to the Government.

(b) Storage. Store all supplies and equipment on project site so as to preclude mechanical and climatic damage. Materials and equipment shall be protected in accordance with the manufacturer's recommendations. Maintain site in a neat and orderly manner daily.

(c) Cover and protect equipment, to include computer and electronic equipment, that is to remain in place within the area of contract operations and protect it against damage or loss. Store equipment that is removed in performance of work where directed or reuse in work as required by drawings and specifications. Equipment temporarily removed shall be

protected, cleaned, and replaced equal to its condition prior to starting work. Security for equipment or material that is to be reused and is removed for temporary storage shall be the sole responsibility of the Contractor.

(d) Noise Control. Comply with all applicable State and Local laws, ordinances, and regulations relative to noise control.

(e) Trucking. Load all trucks or refuse containers leaving the site with loose debris in a manner that will prevent dropping of materials on streets. Fasten suitable tarpaulins over the load before entering surrounding streets. In the event of spillage whether or not while on the Federal Law Enforcement Training Center, the Contractor shall be responsible for cleanup to restore the site to the original condition and appearance.

(f) Toilet Facilities. Contractor's personnel will be permitted to use toilet facilities, when available, on the premises subject to regulation and control of the Contracting Officer or his designated representative. When not available on or near a construction site, the Contractor is responsible for providing adequate toilet facilities for all Contractor personnel, in accordance with local, state, and Federal regulations. Adequate sanitary conveniences of a type approved for the use of persons employed on the work shall be constructed or installed, properly secluded from public observation, and maintained by the Contractor in such a manner as required or approved by the Contracting Officer. These conveniences shall be maintained at all times without nuisance. Upon completion of the work under the contract, the conveniences shall be removed by the Contractor from the premises, leaving the premises clean and free from nuisance.

(g) Availability of Elevators. Any temporary use of an existing elevator shall be by arrangement through the Contracting Officer's Technical Representative and is subject to his controls and applicable load capacity. The Government will bear the cost of electrical current for the operation of the elevator.

(h) Traffic Control. The Contractor shall be responsible for providing all necessary traffic control, such as street blockades, traffic cones, flagmen, etc., as required for the contract at no additional cost to the Government. Proposed traffic control methods shall be submitted to the Contracting Officer for approval at least 48 hours prior to the time the traffic will be affected. No street shall be completely closed to traffic. At the beginning of each working day, the Contractor shall notify the Contracting Officer's Technical Representative of the location(s) of work to be performed that day and any anticipated traffic control problems.

(i) Cleanup.

1. Daily Cleanup. The Contractor is responsible for cleaning up the work site each day. Wastepaper, cans, bottles, construction debris, etc., shall be removed from the work site daily by the Contractor. The Contractor shall not use existing trash receptacles/dumpsters for this cleanup.

2. Final Cleanup. The Contractor shall ensure that the area of contract operations is left clean and free of any waste paper, cans bottles, construction debris, etc. Final payment will not be made until final cleanup of the work area is completed.

## **H.25 Utility Service**

(a) Project Related: When available, water and electrical services may be used in this work at no cost to the Contractor. The Government will furnish water and electric current at existing outlets as may be required for work to be performed under this contract. Contractor shall make arrangements for such services with the Contracting Officer or his designated representative. Information concerning the location of existing outlets may be obtained from the Contracting Officer's Technical Representative. The Contractor shall be responsible for operating under conditions which preclude the waste of utilities, which shall include:

1. Lights shall be used only in areas where and the time when work is actually being performed.
2. Mechanical equipment controls for heating, ventilation and air conditioning systems will only be adjusted by the workers to the extent needed to accomplish work and to avoid wasted effort. When working in spaces where the heating, ventilation, and air conditioning systems are in use during the performance of work, the Contractor shall protect the

equipment from damage caused by the work such as sanding or other work that may cause damage to the equipment. The cost of filters, or part replacement needed due to work performed by the Contractor shall be the Contractor's responsibility.

3. Water faucets or valves shall be turned off after the required usage has been accomplished.

(b) Contractor's Office: Pursuant to FAR clause 52.236-14, Availability and Use of Utility Services, reasonable amounts of the following will be made available to the Contractor without charge:

- a. Electricity
- b. Potable Water

The point at which the Government will deliver such utilities or services and the quality available will be designated by the Contracting Officer. The Contractor shall pay all costs incurred in connecting, converting, and transferring the utilities to the work. The Contractor shall make connections including providing backflow preventing devices on connections to domestic water lines, providing meters, and providing transformers. The Contractor shall make disconnections.

(c) Telephone lines: Government telephone lines shall not be used by Contractor personnel. The Contractor must make its own arrangements for Contractor-installed telephones and any associated lines. Contact the Contracting Officer's Technical Representative for additional information.

## **H.26 Government Furnished Site, Equipment, Materials**

a. **Government Furnished Site.** The Government will not furnish the Contractor any facilities, nor reimburse the contractor for providing any facilities. The Contractor shall be responsible for any office or storage space it may need in the performance of this contract. After award, the Government will provide a designated area for location of a portable office building and lay down area for the Contractor's use. All site preparation, utility hookups, anchoring of portable buildings, and any other preparation of the site to locate, install hookups, and provide a usable facility will be at the Contractor's own expense. Furthermore, the portable building(s) must be removed at the end of the contract and the site returned to its original condition. All debris must be removed at the conclusion of the contract. This Government furnished site may be used for storage of reasonable amount of the Contractor's supplies and equipment to be utilized in the performance of this contract. The Contractor assumes responsibility for safekeeping of Contractor provided facilities and shall take precautions to prevent fire hazards, odor, and vermin.

b. **Government Furnished Equipment (GFE) / Government Furnished Material (GFM).** The Government may provide GFE/GFM to the Contractor in the performance of the work. If GFE/GFM is to be issued it will be identified by contract modification and will be issued through the Facilities Management Division.

1. The Contractor, with his own forces, shall transport all GFE/GFM described in contract. The GFE/GFM shall be transported from the Government storage area to the work site indication on contract. The Contractor will coordinate with the COTR to schedule pick-up.

2. The Contractor shall assume all risk and responsibility for the GFE/GFM. Installation of the GFE/GFM will be the responsibility of the Contractor. Any loss or damage to the GFE/GFM shall be the Contractor's responsibility.

3. The Contractor shall follow the instructions of the Contracting Officer's Technical Representative regarding the disposition of all GFE/GFM not consumed in the performance of the work.

## **H.27 Contractor Furnished Facilities, Equipment, and Material**

a. **Contractor Furnished Office.** The Contractor shall maintain a portable office building and lay down area at the location provided by the Government for this purpose. The Contracting Officer will designate a site for the Contractor furnished office. The office shall be maintained during the entire performance of this contract including any option periods. The contractor will not be reimbursed for maintaining the contractor furnished office.

1. All site preparation, utility hookups, anchoring of portable buildings, and any other preparation of the site to locate, install hookups, and provide a usable facility will be at the Contractor's own expense. Furthermore, the portable building(s) must be removed at the end of the contract and the site returned to its original condition. All debris must be removed at the conclusion of the contract. This Government furnished site may be used for storage of reasonable amount of the Contractor's supplies and equipment to be utilized in the performance of this contract. The Contractor assumes responsibility for safekeeping of Contractor provided facilities and shall take precautions to prevent fire hazards, odor, and vermin.

2. The Contractor furnished office shall be establish as a ~~A~~Smoke Free Building in accordance with the Federal Law Enforcement Training Center policy.

b. **Contractor Furnished Materials.** The Contractor shall furnish all facilities, equipment, materials, parts, supplies, and tools necessary for the performance of the work of this contract unless otherwise specified in the ~~A~~Government Furnished Site, Equipment, Materials, paragraph H.26.

1. Items of equipment necessary to perform work as required or ordered under this contract shall be furnished, maintained, and operated by the Contractor.

2. Materials and supplies procured by the Contractor for use on this contract shall be new and meet the specifications, standards, and manuals listed in these specifications. The Contracting Officer may require test data showing that any materials or supplies procured by the Contractor meet the specifications at the Contractor's expense. The Contracting Officer may at any time require samples of materials to be used in work performed on this contract.

3. If the quality of an item is not specified, it shall be of acceptable industrial grade and quality, equal to or better than the original and will be compatible with existing systems. Buy America Act is enforced.

4. Replacement materials shall be new. If new materials are not available, the Contractor may request approval in writing from the Contracting Officer to use substitute materials. Use of substitute materials prior to written approval of the Contracting Office is at the Contractor's sole risk. All materials whether new or substitute shall carry the full warranty required by this contract.

5. Administrative supplies and equipment shall be furnished by the Contractor. The Government will not reimburse the contractor for these costs.

## **H.28 Not Used**

## **H.29 Scheduling of Work**

a. All materials are to be on the Federal Law Enforcement Training Center prior to beginning work. The Contractor must provide the space for storage of these materials.

b. Before any of the work is initiated, the Contractor shall, when required, furnish all drawings and submittals necessary for completion of work. The Contractor shall confer with the Contracting Officer's Technical Representative and agree on sequence of procedure; means of access to premises and building space for storage of materials and equipment; delivery of materials and use of approaches; use of corridors, stairways, elevators, and similar means of communications and the location of partitions, eating spaces, and restrooms for Contractor's employees and the like. The storage of materials at the work site may not be allowed. It will be the Contractor's responsibility to store the materials at the Contractor's designated lay down area and transport only the materials needed for that day's work to the work site.

c. The work shall be executed in a manner and at such times that will cause the least practicable disturbance to the occupants of the buildings and normal activities of the station. Before starting any work, the sequence of operations and the method of conducting the work shall have been approved the Contracting Officer.

d. Access to Buildings.

1. It shall be the Contractor's responsibility, through the Contracting Officer's Technical Representative, to obtain access to buildings and facilities and arrange for them to be opened and closed.
2. Keys may be issued to the Contractor; however, it shall be the Contractor's responsibility to arrange for adequate security of the buildings and facilities at the end of each work day.

3. The Contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by his employees. If the Contracting Officer decides that a lock must be replaced because of the loss of a key by the Contractor's employees, the Contractor shall pay the cost of that replacement. Similarly, the Contractor shall pay the cost of changing a combination if the Contracting Officer has reasonable cause to believe that the combination has been compromised.

e. Not Used.

f. Delivery of materials and equipment shall be made with a minimum of interference to Government operations and personnel.

g. The work shall, so far as practicable, be done in definite sections or divisions and confined to limited areas which shall be completed before work in other sections or division has begun.

h. Utility Outages. Since most facilities covered under this contract will be occupied and fully operational, request for necessary utility interruptions must be submitted to the Contracting Officer's Technical Representative ten (10) working days in advance of scheduled interruptions. No outages shall be effected without prior approval of the Contracting Officer's Technical Representative. If the outage is due to an emergency breakdown, the Contractor shall notify the Contracting Officer as soon as possible. Utilities include, but are not limited to, water, sanitary sewer, storm sewer, telephone service, electrical power, elevator service, air conditioning, heating, fire protection, compressed air and steam. Work on these systems may required performance outside the normal working hours. Work outside the normal working hours must be approved through the Contracting Officer in accordance with the paragraph H.1.

I. Excavation Clearances. In addition to utility outage clearances required above, the Contractor is required to obtain clearance for any excavation that may disrupt underground utilities or dig in area of potentially contaminated by hazardous waste. The Contractor will submit a request for excavation to the Contracting Officer's Technical Representative at least two (2) weeks in advance of the scheduled excavation. No excavation will be effected without prior approval of the Contracting Officer's Technical Representative.

### H. 30 Work Schedule

a. The Contractor **MUST** submit a schedule the work for approval to the Contracting Officer's Technical Representative. The schedule should show major items of work, days duration to complete each task and any possible delays. After the schedule is approved, the Contractor **SHALL** prepare/update a Master Schedule. The Master Schedule shall be updated as needed. The name of the Contractor's employee who has the responsibility for the creation and update of the schedules shall be provided to the Contracting Officer within ten (10) days after contract award.

b. The Contractor shall arrange his work so as not to cause interference with normal occurrence of Government business. All work schedules required shall be submitted to and be approved by the Contracting Officer. In no event shall the Contractor change the approved work schedules without the prior consent of the Contracting Officer. Whenever non-essential services have been scheduled on the date a holiday occurs, such services shall be performed on the following working day.

### **H.31 Existing Work**

- a. The removal or altering in any way of existing work shall be carried on in such a manner as to prevent injury or damage to any portion(s) of the existing work which remains.
- b. All portions of existing work which have been altered in any way during construction operations shall be repaired or replaced in kind and in a manner to match existing or adjoining work, as approved by The Contracting Officer. All work of this nature shall be performed by the Contractor as the Contractor's expense and shall be performed as directed by the Contracting Officer. At the completion of all operations, existing work shall be in a condition equal to or better than that which existed before the new work started.

### **H.32 Additional Precautions for Protecting Materials and Equipment in Existing Buildings and Structures**

- a. Extreme hazards may be caused by rain, wind, or other natural elements entering the building through temporary openings, particularly at roofs during re-roofing. It is, therefore, essential that the Contractor take all necessary precautions that roof openings and other openings in the building are monitored very carefully. The Contractor shall immediately take all actions required to seal off such openings when rain or other detrimental weather is imminent, and at the end of each workday, and shall ensure that the openings are completely sealed off to protect materials and equipment in the building from damage.
- b. Storm Protection. Precautions to be taken shall include, but not be limited to, closing all openings, removing all loose materials, tools and equipment from exposed locations, removing or securing scaffolding and emptying dumpsters.

### **H.33 Quality of Work**

- a. Workmanship shall be of the highest quality and in the best practices of the trade and shall conform to all the requirements of the state and county codes, CFR 29 Part 1926, Subpart T, Demolition; applicable codes of the National Fire Protection Association (NFPA); Uniform Building Code (UBC) and Americans with Disabilities Act (ADA) and other codes.
- b. All replacement materials shall be new and conform to the manufacturer's specifications and standards. Substitute items shall be equal or better than the original material and be approved by the Contracting Officer.

### **H.34 Work by Others**

The Government reserves the right to accomplish work within the scope of the contract by Government forces, Facilities Division purchase cardholders, or by any other separate contract at the discretion of the Contracting Officer.

### **H.35 Identification of Correspondence**

All correspondence and data submitted by the Contractor under this contract will reference the contract number.

### **H.36 Recording And Preserving Historical And Archeological Finds**

All items having any apparent historical or archeological interest which are discovered in the course of any construction activities shall be carefully preserved. The Contractor shall leave the archeological find undisturbed and immediately report the find to the Contracting Officer and the COTR so that proper authorities may be notified.

### **H.37 Warranty Listing**

The Contractor shall provide a complete warranty listing of all items (materials and/or equipment) provided under this contract. For each warranty item, provide the following information:

- a. Name of the piece of equipment or material provided
- b. Make and model number

- c. Serial number (if applicable)
- d. Manufacturer's name , address and phone number
- e. Warranty period (i.e. 1, 2, 3, years, etc.)
- f. Name and phone number of the local representative responsible for warranty repairs

This list is to be provided prior to or at the final inspection. Final payment will not be made until this warranty list has been received.

### **H.38 Record of Drawings**

(a) As-built drawings are required. As-builts can be submitted in the form of an **AAuto Sketch**.

(b) During the progress of the job on each individual delivery, the Contractor shall keep a careful record at the jobsite of all changes and corrections from the layouts shown on the drawings, if applicable.

1. The Contractor shall enter such changes and corrections in RED pencil on contract or record drawings promptly and submit drawings to the Contracting Officer in accordance with the schedule.

2. The record of drawings shall indicate, in addition to all changes and corrections, the actual location of all sub-surface utility lines. In order that the location of these lines and appurtenances may be determined in the event the surface openings or indicators become covered over or obscured, the record of drawings shall show, by offset dimensions to two permanently fixed surface features, the end of each run including each change in direction. Valve, splice boxed, and similar appurtenances shall be located by dimensioning along the utility run from a reference point. The average depth below the surface of each run shall also be recorded.

3. At the time of beneficial occupancy of each structure or facility involved, the Contractor shall submit to the Contracting Officer as-built prints showing the aforementioned data.

4. If the Contractor fails to maintain the record drawings as required herein, the Contracting Officer will consider that satisfactory progress has not been achieved for the period in question thereby requiring the retainage of 10% of any payments to be made until such drawings are made current. Additionally, the estimated cost of maintaining the record of drawings will be deducted from any such payments.

(c) As-built record information will not normally be required for routine replacement-in-kind repair projects that do not change physical characteristics, structural values, dimensions, sizes or capacities of buildings, structures and utilities. Some examples not requiring as-built information are: interior and exterior painting, replacement of doors, windows, floor tile, and carpet.

(d) As-built record information is required for: projects that alter floor plans, utility services, locations, capacities, structural values, new structures, additions to existing structures, new utilities, extensions of existing utilities, adjustments resulting from alterations, relocations, and demolitions.

(e) Prior to Final Acceptance, obtain from the Contracting Officer's Technical Representative a reproducible mylar copy of the drawings. Using technical drafting pen, duplicate information contained on the Record Drawings maintained on site. Label each sheet **AREcord Drawing**. On each sheet, the Contractor shall execute the following statement:

*Having reviewed this document with any and all attachments, I affirm that, to the best of my knowledge, the information presented here is true and accurate.*

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_ @

(f) Record pipe and wiring network alterations. Record work which is installed differently than shown on the construction drawings. Record accurate reference dimensions, measured from at least two permanent reference points.

**END OF SECTION H**